

**SUMMARY OF MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE**  
**U.S. DEPARTMENT OF ENERGY**  
**AND THE U.S. DEPARTMENT OF ARMY**

- Entered into on July 12, 1990 between the DOE Director of the Office of Environmental Restoration and Waste Management and the Assistant Secretary of the Army (Civil Works).
- Defines responsibilities and procedures for DOE and the Army Corps of Engineers to provide a range of services including:
  - Management services to DOE Headquarters;
  - Technical assistance related to planning, engineering, design, and construction of environmental restoration and waste management projects;
  - Preparing cost estimates;
  - Providing permit assistance;
  - Developing work plans;
  - Performing environmental studies;
  - Designing and constructing remediation and waste management projects; and
  - Furnishing other related services, such as real estate services, research and development, procurement, and training.
- Clarifies that funding will be provided on a reimbursable basis by DOE in advance of the Corps incurring any obligation for work.
- Provides that interagency agreements will be negotiated between Corps and DOE Field Offices to further define specific procedures for funding and executing work.
- Allows for modification or amendment by either party based on mutual agreement or upon a 90-day written notice.

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

U.S. DEPARTMENT OF ENERGY

AND THE

U.S. DEPARTMENT OF THE ARMY

SUBJECT: Support for the U.S. Department of Energy's  
Environmental Restoration and Waste Management  
Program

1. PURPOSE: The purpose of this Memorandum of Understanding (MOU) is to define the support the U.S. Department of the Army (DA), acting through the U.S. Army Corps of Engineers (USACE), will provide the U.S. Department of Energy (DOE) in connection with DOE's Environmental Restoration and Waste Management Program (the Program). This MOU is entered pursuant to 42 U.S.C. 7101 et. seq., 31 U.S.C. 1535, and 10 U.S.C. 3036(d).

2. SCOPE: The support which USACE will provide to DOE includes support to DOE Headquarters, Operations Offices, and subordinate installations. Nothing in this MOU shall be construed to require DOE to use the services of USACE, nor to require USACE to accept assignments from DOE.

3. RESPONSIBILITIES:

a. DOE is responsible for:

- (1) Program Definition and Implementation. DOE remains responsible for overall management and implementation of the Program. These responsibilities include, but are not limited to, definition of the Program scope, establishment of priorities, and development of guidance for Program implementation.
- (2) Tasking and Guidance. DOE will be responsible for determining the specific services to be requested from USACE for DOE Headquarters, Operations Offices, or subordinate installations. DOE will provide USACE with statements of specific project management responsibilities concerning environmental restoration and waste management.

END

- (3) Management of the Program.
- (4) Public affairs as further specified in paragraph 9 of this MOU.

b. USACE's responsibilities will be set forth in Interagency Agreements (IAs) that specify one or more individual tasks. USACE's responsibilities may include any of the following:

- (1) Providing management services to DOE Headquarters.
- (2) Providing technical assistance related to the planning, engineering, design, and construction of environmental restoration and waste management projects at DOE facilities.
- (3) Executing Program activities as assigned by DOE Headquarters, Operations Offices, and subordinate installations. This may include, but is not limited to:
  - (a) Preparing cost estimates;
  - (b) Furnishing assistance with respect to necessary permits;
  - (c) Developing work plans;
  - (d) Performing environmental studies;
  - (e) Designing and constructing remediation and waste management projects; and
  - (f) Furnishing other related services, such as real estate services, research and development, procurement, and training.
- (4) To the extent agreed by USACE, support will be provided to DOE through a combination of contract and in-house effort. Unless otherwise required by law, all contract work undertaken by USACE shall be performed in accordance with DA procurement policies and procedures. All contracts entered into by USACE will be coordinated with DOE.

4. REPORTING: USACE will provide DOE with status reports on tasks assigned to USACE in IAs, including providing financial reports on all funds received, obligated, and expended.

5. RESOURCE MANAGEMENT: DOE will support USACE manpower requests for tasks assigned in IAs. Financial resources will be provided to USACE by DOE in advance of USACE incurring any obligation for work.

6. PROGRAM FUNDING: IAs will identify required funds to complete specific tasks. Any funds remaining upon termination or completion of an IA shall be returned to DOE, following closure of any USACE contracts issued under that IA. DOE and DA will cooperate in the development and support of budget requests to the Congress and the Office of Management and Budget with respect to projects on which the two agencies collaborate.

7. MANAGEMENT ARRANGEMENTS: IAs will provide for direct communication between DOE and USACE officials involved in managing specific work to be performed. IAs will include project plans with sufficient detail to serve as project documentation and to set forth specific arrangements for project implementation. Project plans will also set forth procedures for cooperating with other agencies when decisions by those agencies are required.

8. PATENTS AND TECHNICAL DATA: It is the policy of DOE to make the results of any research, development, or demonstration work under this MOU available to the public, consistent with applicable laws and regulations. DOE has specific statutory patent policy applicable to these matters, and therefore ordinarily, DOE patent policy shall apply. All patent and technical data matters which may arise under IAs and related procurements shall be coordinated between DA and DOE patent counsel. Rights to inventions made by employees of either agency shall be determined by the employing agency.

9. PUBLIC INFORMATION COORDINATION: Decisions on disclosure of information to the public regarding actions taken under this MOU will be made in accordance with applicable laws and regulations, following consultation between DOE and USACE public affairs/press office representatives. DOE will be responsible for congressional liaison and public announcements. USACE may, however, make public announcements associated with the solicitation and contract award process.

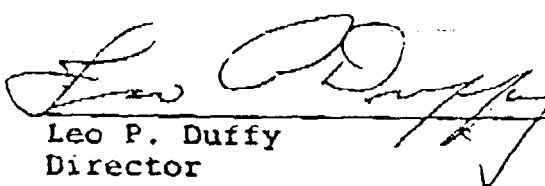
10. AMENDMENT AND TERMINATION: This MOU may be modified or amended by written agreement between DOE and DA, and may be terminated by mutual agreement of DOE and DA, or by either party upon 90-day written notice to the other.


11. IMPLEMENTATION: DOE and USACE will issue instructions to their respective field organizations concerning implementation of this MOU.

12. EFFECTIVE DATE: This MOU is effective on the date of the last signature below.

U.S. Department of Energy

U.S. Department of the Army

  
Leo P. Duffy  
Director  
Office of Environmental  
Restoration and Waste  
Management

  
Robert W. Page  
Assistant Secretary of the  
Army (Civil Works)

7/12/90